BILL NO. S-77-01-05

SPECIAL ORDINANCE NO. S-10-77

AN ORDINANCE approving a contract with Harrison House Food Service, Div. of Super Valu Stores for Food Service Equipment in the New Senior Citizen Center.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

SECTION 1. That the contract dated September 10, 1976, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Harrison House Food Service, Div. of Super Valu Stores, for:

The Fabrication and Installation of the Food Service Equipment in the New Senior Citizen Center, located at the 3-0 Block, West Main Street, Fort Wayne, Indiana,

for a total cost of \$13,133.35, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY,

| Read the first time in full and on motion by Hunge, seconded by                               |
|---|
| Adustic, and duly adopted, read the second time by title and referred                         |
| to the Committee on   |
| recommendation) and Public Hearing to be held after due legal notice, at the Council          |
| Chambers, City-County Building, Fort Wayne, Indiana, on, the day                              |
| of, 1976, ato'clock P.M.,E.S.T.   |
| DATE: 1-11-77 Charles Uniternace  |
| Read the third time in full and on motion by  |
| seconded by   |
|   |
|   |
|   |
| TOTAL VOTES 9 9   |
| BURNS   |
| HINGA   |
| HUNTER  |
| MOSES   |
| NUCKOLS   |
| SCHMIDT, D.   |
| SCHIMDT, V.   |
| STIER   |
| TALARICO  |
| DATE: 1-25-77 Chush Westernesing  |
| Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,                  |
| as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)                              |
| ORDINANCE (*RISOLUTION) No. J-10-77 on the OSIL day of Jan, 1976. ATTEST: (SEAL)              |
|   |
| CHYCLERK DISTUMBER PRESIDING OFFICER  |
| Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the ${\mathcal H}_{\sim}$ |
| day of January, 1978, at the hour of 11.00 clock Am., E.S.T.                                  |
|   |
| Summe Mullimane   |
| Approved and signed by me this  |
| at the hour of //:00 o'clock A. Wy,E.S.T.   |
| A short Clamstrong  |
|   |

| Bill N | No. S-77-01-05    | -                 |                          |                  |        |             |           |        |
|--------|-------------------|-------------------|--------------------------|------------------|--------|-------------|-----------|--------|
|        |                   | REPORT OF T       | HE COMMITTE              | EE ON _          | FII    | NANCE       |           |        |
| We, yo | our Committee on  | Finance           |                          | to whom          | was    | referred a  | n Ordinar | ice    |
|        | approving a       | contract with Ha  | rrison Hous              | e Food           | Serv   | ice, Div. o | of Super  |        |
|        | Valu Stores       | for Food Service  | Equipment                | in the           | New    | Senior Citz | en Cente  | r -    |
|        | •                 |                   |                          |                  |        |             |           |        |
|        |                   |                   |                          |                  |        |             |           |        |
|        |                   |                   |                          |                  |        |             |           |        |
|        |                   |                   |                          |                  |        |             |           |        |
|        |                   |                   |                          | 1                |        |             |           |        |
|        |                   | -                 |                          |                  |        |             |           |        |
|        |                   |                   |                          |                  |        |             |           |        |
|        |                   |                   | ·                        |                  |        |             |           |        |
|        |                   |                   |                          |                  |        |             |           |        |
|        |                   |                   |                          |                  |        | -           |           |        |
|        |                   | -                 |                          |                  |        |             |           |        |
| have l | nad said Ordinanc | e under considera | ation and b              | eg leav          | e to   | report bac  | k to the  | Common |
| Counci | il that said Ordi | nance             | PASS.                    | ,)               |        | ~           |           |        |
| ١      | WILLIAM T. HINGA  | - CHAIRMAN        |                          | Will             | han    | 11          | mys       |        |
|        | JAMES S. STIER -  | VICE CHAIRMAN     |                          |                  | Cas    | 48ther      | 100       |        |
| ,      | VIVIAN G. SCHMIDT |                   |                          | The              | we     | and         | . De      | midt   |
| ſ      | PAUL M. BURNS     |                   |                          | for              | il     | 125         | bun       | 3/1    |
|        | FREDRICK HUNTER   |                   |                          | 0                | Luce   | Leig Z      | Kent      | 57     |
|        |                   | DATE - 25-7       | 7 CONCUP!<br>_CHARLES W. | ED IN<br>WESTERN | MAN, C | CITY CLERK  |           |        |

Alan R. Grinsfelder, 1695

E. Gerald McArdle, 2496

October 18, 1976

TO: Board of Public Works Henry Wehrenberg Max Scott Ethel LaMar

RE: Review and Recommendation of the Bid received on the Food Service Equipment for the New Senior Citizen Center

#### Dear Board Members:

We have reviewed the bid from Harrison House for the sum of Thirteen Thousand One Hundred Thirty-three Dollars and Thirty-five cents (\$13,133.35), that was received and read aloud at the 9th Floor Meeting Room of the Fort Wayne Board of Public Works on October 13, 1976, at 9:00 A.M., the following is our recommendation:

We recommend that the Food Service Equipment Contract be awarded to Harrison House for the principal bid of \$13,133.35, which is below the estimated budget of \$19,100.00. The equipment they will supply does meet our specifications. The Food Service Equipment bid does not include final connections to electrical and mechanical utility lines or equipment. We have asked the electrical and mechanical contractors at the job site for quotations on these final connections and miscellaneous equipment and we should receive these two quotations by the end of this week. We feel that with the addition of these two quotations and the principal bid of the food service equipment, the total cost will still be under our estimated budget.

Sincerely yours,

GRINSFELDER-McARDLE ASSOCIATES, INC.

Richard W. Wismer

RWW/dy

## SENIOR CITIZEN CENTER

| Food Service Equipment<br>Contractor | Bid Package<br>In Order | Principal Bid | Length of<br>Construction Time |
|--------------------------------------|-------------------------|---------------|--------------------------------|
| J.T.J., Inc.                         |                         |               | •                              |
| Harrison House                       |                         |               | -                              |
|                                      | •                       | 13, 133.35    |                                |

### THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

### STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction. This document has been approved and endorsed by The Associated General Contractors of America.

#### AGREEMENT

made this

day of

in the year of Nineteen

Hundred and Seventy-six

and the Contractor:

RETWEEN the Owner:

City of Fort Wayne, Indiana, represented by The Fort Wayne

Board of Public Works

One Main Street Fort Wayne, Indiana

Harrison House Food Service, Div. of Super Valu Stores

7235 Vicksburg Pike Fort Wayne, Indiana

Food Service Equipment in the New Senior Citizen Center

300 Block West Main Street

Fort Wayne, Indiana

the Architect:

the Project:

Grinsfelder-McArdle Associates, Inc.

903 West Berry Street

AMPROVED AS TO FORM AND LEGALITY Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • JANUARY 1974 EDITION • AIA® • @1974 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D. C. 20006

1

#### ARTICLE 1

#### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

#### ARTICLE 2

#### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for (Here insert the caption descriptive of the Work as used on other Contract Documents.)

> The Fabrication and Installation of the Food Service Equipment in the New Senior Citizen Center, located at the 300 Block, West Main Street, Fort Wayne, Indiana

#### ARTICLE 3

#### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced when General Construction allows its installation

and completed

and completed within 180 days
(Here insert any special provisions for liquidated damages relating to failure to complete on time.)

#### ARTICLE 4

#### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Thirteen Thousand One Hundred Thirty-three Dollars and thirty-five cents (\$13,133.35)

(State here the lump sum amount, unit prices, or both, as desired.)

Principal Bid: \$13,133.35

#### ARTICLE 5

#### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

day of previous month daws prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90%) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for Payment shall be submitted on the last day of the month for the work completed during that month. Payments will be due and payable within approximately 30 days, but no later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

#### ARTICLE 6

#### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect, before final payment is made.

ARTICLE 7

#### MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows: (list below the Agreement, Conditions of the Contract (Central, Supplementary, and the Conditions), Drawings, Specifications, Addenda and accepted Afformates, thomating page or sheet number in all cases and dates where against and accepted Afformates the Conditions.)
- Drawings titled "New Serving Room Equipment for the New Senior Citizen Center, for the City of Fort Wayne, Indiana" dated September 10, 1976, Sheets numbered; K-1 - Floor Plan, Counter Sections

K-2 - Cabinet Sections, Exhaust Hood Details, Shelf Detail

- 2. Specifications titled "Specifications for the Food Service Equipment and Its' Installation in the New Senior Citizen Center" dated September 10, 1976, shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract, and Technical Specifications, Divisions 1 and 2
- 3. Addendum #1
- 4. Notice to Bidders Pages 1 and 2
- 5. Instruction to Bidders Pages 1 and 2
- 6. Architect's Bid Form page 1

(See Attachment)

| his Agreement executed | I the day an | d year first w | ritten above. |
|------------------------|--------------|----------------|---------------|
|------------------------|--------------|----------------|---------------|

City of Fort Wayne, Indiana
OWNER Represented by The Board of
Public Works

CONTRACTOR

CONTRACTOR

Div. of Super Valu Stores

### ARTICLE 7 (Continued)

- 7. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
- 8. Federal Affirmative Action Bid Conditions, pages 1 through 11
- Housing and Urban Development Documents HUD 3200 "Federal Labor Standards Provisions" pages 1 through 10
- 10. Non-Collusion Affidavit DP 8 Page 1
- 11. Standard Questionnaire and Financial Statement for Bidders Form 96a, Pages 1 through 15.
- 12. Bid Bond
- 13. Performance Bond
- 14. Insurance Vouchers
- 15. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bank-ruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of under-payment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

### 16. (Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compoliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchse order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### ARTICLE 7 (continued)

### 17. Builder's Waiver of Right to Mechanic's Liens

The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens filed, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.

## THE TRAVELERS

THE TRAVELERS INDEMNITY COMPANY . HARTFORD, CONNECTICUT



Bond No. 203E3458

## PERFORMANCE BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition

## KNOW ALL MEN BY THESE PRESENTS:

| (Here insert full name and address or legal title of Contractor)  |
|---|
| Ft. Wayne, Indiana 46801  |
| as Principal, hereinafter called Contractor, and THE TRAVELERS INDEMNITY COMPANY, a corporation, organized and existing under the laws of the State of Connecticut and having its principal place of business in  |
| Hartford, Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto   |
| City_of_Fort_Wayne,_Indiana   |
| as Obligee, hereinafter called Owner, in the amount ofTHIRTEEN_THOUSAND_ONE_HUNDRED_THIRTY  |
| THREE AND NO/100 — — — Dollars (\$13,133.00 — ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.  |
| WHEREAS, Contractor has by written agreement dated September 10, 1976   |
| entered into a contract with Owner for Supplying and installation of food service   |
| equipment at New Senior Citizen Center  |
| in accordance with drawings and specifications prepared by Grinsfelder-McArdle Associates,  903. West Berry Street - Fort Mayne, Indiana 1680h (Here insert full name and address or legal title of Architect) which contract is by reference made a part hereof, and is bereinafter referred to as the Contract. |
| S-1834 REV. 4-70 PRINTED IN U.S.A.  |

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

John R. Brennan. Indiana Resident Agent

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph tereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

| SIGNED AND SEALED this | 9th    | day of December  | A.D. 1976               |
|------------------------|--------|--|-------------------------|
| -#- J                  |        |  |                         |
|                        | 5 14 ( | . <del></del>  | · 12 8 17               |
| IN THE PRESENCE OF:    |        | Super Valu Stores, Inc. dba<br>Harrison House<br>(Principal) | , (Seal)                |
| themes Studie          | ,      | By: Borner A Ch  | President and Secretary |
|                        |        | THE TRAVELERS INDEMNITY (Surety)                             | COMPANY<br>(Seal)       |
| - Karcin Schu          | stu-   | by J. C. Attorney-in-Fact                                    | S-6                     |
| ountersigned by:       |        | Rita L. Rote,  |                         |
| I.PR.                  |        |  |                         |

## THE TRAVELERS

THE TRAVELERS INDEMNITY COMPANY . HARTFORD, CONNECTICUT



## LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

as Principal, hereinafter called Principal, and THE TRAVELERS INDEMNITY COMPANY, a conferation, organized and existing under the laws of Connecticut and having its principal place of business in Hartford, Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto <u>City of Fort Wayne</u>,

Super Valu Stores, Inc. dba Harrison House - P.O. Box 1049

(Here insert full name and address or legal title of Contractor)

| KNOW ALL MEN BY THESE PRESENTS: | KNOW | ALL. | MEN | BY | THESE | PRESENTS: |
|---------------------------------|------|------|-----|----|-------|-----------|
|---------------------------------|------|------|-----|----|-------|-----------|

Fort Wayne, Indiana

Indiana

| (Here insert full name and address or legal title of Owner)  |
|--|
| as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount   |
| of THIRTEEN THOUSAND ONE HUNDRED THIRTY THREE AND NO/MAGNES (\$.13,133.00, (Here insert a sum equal to at least one-half of the contract price)                                |
| for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. |
| WHEREAS, Principal has by written agreement dated September 10, 1976   |
| entered into a contract with Owner for Supplying and installation of food service  |
| equipment in New Senior Citizens Center  |
|  |
| in accordance with drawings and specifications prepared by Grinsfelder-McArdle Associates, Inc   |
| 903 West Berry Street - Fort Wayne, Indiana 46804 (Here insert full name and address or legal title of Architect)  |
| which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.   |
| S-1834 REV. 4-70 PRINTED IN U.S.A.   |

2. Name and address of insured

Super Valu Stores, Inc. and

Office St. Louis Park, MN Date 11/24/76
THE TRAVELERS INSURANCE COMPANY
THE TRAVELERS INDEMNITY COMPANY
THE CHARTER OAK FIRE INSURANCE COMPANY

Secretary, Casualty-Property Department

wtammann

Fort Wayne Harrison House

101 Jefferson Ave. South Hopkins, Minnesota 55343

# THE TRAVELERS

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time.

He was the price of coverage as stated herein, in such a manner as to affect this certificate, and days written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued

Fort Wayne, Indiana 46804

3. Location of operations to which this certificate applies

ProduceRisk Planners, Inc.

C-5918 Rev. 7-68 PRINTED IN U.S.A. 371

EQUITABLE FIRE AND MARINE INSURANCE COMPANY

Secretary, Casualty-Property Department

903 West Berry St.

Grinsfelder-McArdle Associates Inc.

| New Senior Citize   | s Center Project - Fort-   | Wayne, Indiana   |                         |
|---|--|--|-------------------------|
| <ol> <li>Coverages For Which<br/>Insurance is Afforded</li> </ol>                         | Limits of Liability  | Policy Number  | Policy Period**         |
| Workmen's Compensation and<br>Employers' Liability in the state<br>named in item 3 hereof | Compensation—Statutory   |  | •                       |
|   | Indiana  | TRUB 112T438-2-76  | 3-1-76/79               |
| Bodily Injury Liability —except automobile  | \$ 300,000 each person<br>\$ 500,000 each occurrence<br>\$ ,000 aggregate†<br>†Completed Operations<br>and Products only | TRNSL 137T656-2-76   | 3/1/76/79               |
|   | and Flounces only  |  |                         |
| Property Damage Liability<br>—except automobile   | \$ 100,000 each occurrence   | 9  | A.                      |
| cluding Protective  | \$ ,000 aggregate  |  |                         |
| Bodity Injury Liability<br>—automobile  | \$ 300,000 each person<br>\$ 500,000 each accident<br>\$ ,000 each occurrence  | TRNSL 137T656-1-76   | 3/1/76/79               |
| Property Damage Liability —automobile   | \$ ,000 each accident<br>\$ ,000 each occurrence   |  |                         |
| Liability (Bodily Injury and<br>Property Damage)  | \$ 100,000 each occurrence<br>\$ ,000 aggregate  | TRNSL 137T656-1-76   | 3/1/76/79               |
| Catastrophe or Excess   | \$ ,000 each occurrence<br>\$ ,000 each aggregate<br>\$ ,000 deductible amt.   |  |                         |
| **Policy is effective and expires   | paces means that insurance is not afford<br>at 12:01 A.M., standard time at the ad                                       | led with respect to the coverages oppo<br>dress of the named insured as stated h | site thereto.<br>erein. |
| Description of Operations, or Au  | tomobiles to which the policy applies:   |  |                         |
| Both Owned and Non-   | Owned Vehicles   |  |                         |

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

### Certificate of Insurance

WITH

### ST. PAUL FIRE & MARINE INSURANCE COMPANY

(COMPANY NAME)

PLEASE NOTE:—This is furnished simply in lieu of a copy of said Policy as it stands at the date of issue hereof, and is given as a matter of information only, and confers no rights on the holders. Said original Policy is subject to endorsement, alteration, transfer, assignment, and cancellation, and omission to note the same hereon or to have this Certificate surrendered shall in nowise affect the validity of any such endorsement, alteration, transfer, assignment or cancellation, nor revive the Policy when cancelled.

| Perils Covered "All Risks" Installation Floater Policy   |
|--|
| Copy of written portion of Policy No. 363 JB 7402 of St. Paul Fire & Marine Insurance.  (COMPANY NAME)  Company , issued to SUPER VALU STORES, INC D/B/A HARRISON HOUSE  |
| in the amount of Thirteen Thousand, Three Hundred Thirty One &00/100 Dollars   |
| Date of Policy. 1-16-77 Term 1 Year Expires 1-16-78  |
| On the following described property, viz.:   |
| Installation At: New Senior Citizens Center  |
| West Main Street   |
| Fort Wayne, Indiana  |
| Contribute Town of Town of Town of Town or Tow |
| Certificate Issued To: Grinsfelder-McArdle Assoc.  |
| 903 W. Berry Street  |
| Fort Wayne, Indiana 46804  |
|  |

Alexander & Alexander Inc. Shelard Plaza P. O. Box 1360 Minneapolis, Minnesota 55440 Telephone 612 542-3000



13,331.00

Amount Insured \$.

State Charles

ALEXANDER & ALEXANDER, INC.

12-7-76

This Certificate of Insurance is issued as a matter of information only and confers no rights on the holder and imposes no liability upon this Company.

3440.

| TITLE OF ORDINANCE SPECIAL ORDINANCE-Contract of Harrison House Food Service          |
|---|
| DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS                                 |
| SYMOPSIS OF ORDINANCE Contract of Harrison House Food Service in amount of            |
| \$13,133.35 provides for supplying and installing Food Service Equipment for the      |
| Senior Citizen Center.  |
| This was the only bid received and since it is under the estimated \$19,100.00        |
| it was deemed advisable to award.   |
|   |
| (SEE ATTACHED RECOMMENDATION AND TABULATION)  |
| 1 × × × × × ···   |
|   |
|   |
|   |
|   |
| EFFECT OF PASSAGE Permit installation of equipment in food serving quarters           |
| 1 1 X   |
|   |
| EFFECT OF NON-PASSAGE <u>Inability to complete food service room</u>                  |
|   |
|   |
| MONEY INVOLVED (DIRECT COSYS, EXPENDITURES, SAVINGS) Cost to City from Senior Citizer |
| Funds - \$13,133.35   |
|   |
| ASSIGNED TO COMMITTEE Stenga - Juniore  |